

USER AGREEMENT
(“Agreement”)

ACCEPTANCE OF TERMS THROUGH USE

By using this site or by clicking “I agree” to this Agreement, you (“**User**”) signify your agreement to these terms and conditions. If you do not agree to this Agreement please do not use this site and do not click “I agree”. Please check this Agreement periodically for changes as the owner of this site, U.S. Mobile Dermatology LLC (“**Company**”) reserves the right to revise this Agreement and your continued use of this site following the posting of any changes to the Agreement constitutes acceptance of such changes. The Company reserves the right to terminate a User’s use of this site at any time without notice and may do so for any breach of this Agreement or the instructions on this site by User. This Agreement applies to licensors and advertisers as well.

YOU MUST BE OVER 18 TO AGREE TO THIS AGREEMENT AND USE THIS SITE

This Agreement must be completed, understood and agreed to by a person over 18. If a parent or guardian wishes to permit a person under 18, and under his or her supervision, to use this site, he or she should email the Company with his or her explicit permission and acceptance of full legal responsibility for the minor to do so. If you are not yet 18, if you are easily offended, or are accessing this site from any country where material on this site is prohibited or illegal, please leave now as you do not have permission to access this site.

LICENSE TO USE THIS SITE

Upon your agreement to this Agreement, the Company hereby grants you a non-exclusive, non-transferable limited license to use this site in strict accordance with the terms and conditions in this Agreement and as permitted via instructions on this site. You agree not to make any false or fraudulent statements in your use of or to gain access to this site. You acknowledge and agree that all content and services available on this site are property of the Company and its advertisers and licensors and are protected by copyrights, moral rights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.S. and internationally. All rights not expressly granted herein are fully reserved by the Company, its advertisers and licensors. You agree to pay for any and all purchases and services made using your name and credit card through this Site, not to challenge any such charges and to pay for all collections and/or attorneys fees resulting from any non-payment.

LICENSE RESTRICTIONS

Use

Except as may be explicitly permitted through this site, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials, code or content on or from this site. Systematic retrieval of data or other content from this site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from the Company is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.

Security

You agree that if you are issued a Username and Password by the Company, you shall use your best efforts to prevent access to this site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying the Company immediately if you discover loss or access to such information by another party not under your control and supervision, and by using a Username and Password not easily guessed by a third party.

You agree that you shall not try to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that the Company shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.

International Users

Accessing this site, and services, products or contents available on this site, except as expressly allowed through instructions and truthful statements by the User in regard to use of this site, from places outside the U.S. or where their contents are illegal, is prohibited. Those who choose to access this site from other locations do so knowingly on their own initiative and voluntarily at their own risk and are responsible for compliance with local laws. None of the information on this site may be downloaded, exported or reexported into Libya, Iraq, North Korea, Cuba, the National Union for the Total Independence of Angola (UNITA), Iran, Syria, Sudan, Burma (Myanmar), Serbia, the Taliban, Sierra Leone, Liberia, designated Terrorists and international Narcotics Traffickers, Foreign Terrorist Organizations, and/or designated foreign persons who have engaged in activities related to the proliferation of weapons of mass destruction or any other country with restrictions imposed by the U.S. Government. By using this site, you agree that you are not a citizen of or a resident in any of these countries.

Export

You agree that you shall comply with all applicable export and import control laws and regulations in your use of this site, or materials or services received through this site, and, in particular, you shall not export or re-export anything on or received through this site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

Government Use.

If you are an agent, agency, contractor, employee, entity or organization of the Government, the Software is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. For U.S. Government End Users, Licensor agrees to comply with all applicable equal opportunity laws as notified of by User including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

USER'S LICENSE GRANT TO SITE

Except with regard to personal information, all information which you post on this site or communicate to the Company through this site (collectively "Submissions") shall forever be the property of the Company. You agree to the Site Submission Rules found here as part of this Agreement if provided on the site by the Company. The Company shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Company services or products. Without limitation, the Company shall have exclusive ownership of all present and future existing rights to any Submission of every kind and nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

TRADEMARKS

The Company's, licensors' or other third party materials, services or products referenced on this site are common law or registered trademarks or service marks of such parties.

THIRD PARTY SITES

You may be transferred to online merchants or other third party sites through links or frames from this site. You are cautioned to read such sites' Terms and Conditions and/or Privacy Policies before using such sites in order to be aware of the terms and conditions of your use of such sites. These sites may contain information or material that is illegal, unreasonable or that some people may find inappropriate or offensive. These other sites are not under the control of the Company, are not monitored or reviewed by the Company, and the Company is not aware of the contents of such sites. You acknowledge that the Company is not responsible for the accuracy, copyright

compliance, legality, decency, or any other aspect of the contents or any transmissions received through such sites. The inclusion of such a link or frame does not imply endorsement of this site by the Company, its advertisers or licensors, any association with its operators and is provided solely for your convenience. You agree that the Company and its licensors have no liability whatsoever from such third party sites and your usage of them.

DISCLAIMER OF WARRANTIES

THE COMPANY, ITS ADVERTISERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THIS SITE, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THIS SITE, OR ANY SERVICES OR PRODUCTS RECEIVED THROUGH THIS SITE. ALL INFORMATION AND USE OF THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY, ADVERTISERS AND/OR ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO THIS SITE, THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THIS SITE AND ANY SERVICES OR PRODUCTS RECEIVED THROUGH THIS SITE, INCLUDING ALL EXPRESS, STATUTORY, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY, ADVERTISERS AND/OR ITS LICENSORS DO NOT WARRANT THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THIS SITE ARE ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SITE IS SOLELY AT YOUR RISK. USER AGREES THAT IT HAS RELIED ON NO WARRANTIES, REPRESENTATIONS OR STATEMENTS OTHER THAN IN THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU BUT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW OF YOUR JURISDICTION. YOU UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. IN GIVING THIS RELEASE, WHICH INCLUDES CLAIMS THAT MAY BE UNKNOWN TO YOU AT PRESENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE WHICH READS AS FOLLOWS: **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."** YOU EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER THAT SECTION AND ANY LAW OF ANY OTHER JURISDICTION OF SIMILAR EFFECT WITH RESPECT TO MY RELEASE OF ANY UNKNOWN OR UNSUSPECTED CLAIMS I MAY HAVE AGAINST THE COMPANY.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ADVERTISERS AND/OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM, OR ARISE OUT OF THE USE OF, OR INABILITY TO USE, THIS SITE, THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THIS SITE, OR ANY SERVICES OR PRODUCTS RECEIVED THROUGH THIS SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY, ADVERTISERS AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE COMPANY, ADVERTISERS AND/OR ITS RESPECTIVE LICENSORS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW OF YOUR JURISDICTION.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of this site, or any services, information or products from this site, or any violation of this Agreement. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with the Company in asserting any available defenses.

LEGAL COMPLIANCE

Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, Company may disclose the User's identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure.

CHOICE OF LAW AND FORUM

This site (excluding third party linked sites) is controlled by the Company from its offices within the State of *Maryland*, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from the State of Maryland, by accessing this site, both you and the Company agree that the statutes and laws of the State of Maryland shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regard to conflicts of laws principles thereof. You and the Company also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of the State of *Maryland, County of Montgomery* and any legal proceedings shall be conducted in English. The Company makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

MISCELLANEOUS

This Agreement incorporates by reference the Site Submission Rules if this site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. User shall not assign or transfer this Agreement and any such transfer shall be void.

Site Submission Rules

By using features of this site that allow you to post or otherwise transmit information to or through this site, or which may be seen by other users, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, video, software, images, sounds, data, or other information -- that:

- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, sexually explicit or graphic, or otherwise in violation of this site's rules or policies;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- infringes any patent, trade mark, service mark, trade secret, copyright, moral right, right of publicity, privacy or other proprietary right of any party;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- impersonates any person or entity, including any employee or representative of this site, its licensors or advertisers.

You also agree that you shall not harvest or collect information about the users of this site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications for any other commercial purpose of your own or a third party.

You further agree that you shall not solicit or collect information, or attempt to induce any physical contact with, anyone 18 years old or younger without appropriate prior verifiable express parental consent.

This site generally does not pre-screen, monitor, or edit the content posted by users of this site. However, this site and its agents have the right, at their sole discretion, to remove any content that, in this site's sole judgment, does not comply with the Site Submission Rules or is otherwise harmful, objectionable, or inaccurate. This site is not liable for any failure, delay, damages or results, in removing such content.

You agree that your use of this site may be suspended or terminated immediately upon receipt of any notice which alleges that you have used this site in violation of these Rules and/or for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, you agree that the owner of this site may disclose your identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and the owner of this site shall not be liable for damages or results thereof, and you agree not to bring any action or claim against the owner of this site for such disclosure.

This site reserves the right to revise these Site Submission Rules at its discretion, so check back from time to time to be sure you are complying with the current version.

PRIVACY POLICY

Your privacy is important to U.S. Mobile Dermatology LLC. This privacy statement provides information about the personal information that U.S. Mobile Dermatology LLC collects, and the ways in which U.S. Mobile Dermatology LLC uses that personal information.

Personal information collection

U.S. Mobile Dermatology LLC may collect and use the following kinds of personal information:

- information about your use of this website
- information that you provide for the purpose of registering with the website
- information about transactions carried out over this website
- information that you provide for the purpose of subscribing to the website services
- any other information that you send U.S. Mobile Dermatology LLC

Using personal information

U.S. Mobile Dermatology LLC may use your personal information to:

- administer this website
- personalize the website for you
- enable your access to and use of the website services
- publish information about you on the website
- send to you products that you purchase
- supply to you services that you purchase
- send to you statements and invoices
- collect payments from you; and
- send you marketing communications

Where U.S. Mobile Dermatology LLC discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, U.S. Mobile Dermatology LLC may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

Securing your data

U.S. Mobile Dermatology LLC will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

U.S. Mobile Dermatology LLC will store all the personal information you provide on its secure servers.

Information relating to electronic transactions entered into via this website will be protected by encryption technology.

Cross-border data transfers

Information that U.S. Mobile Dermatology LLC collects may be stored and processed in and transferred between any of the countries in which U.S. Mobile Dermatology LLC operates to enable the use of the information in accordance with this privacy policy.

In addition, personal information that you submit for publication on the website will be published on the internet and may be available around the world.

You agree to such cross-border transfers of personal information.

Updating this statement

U.S. Mobile Dermatology LLC may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

Other websites

This website contains links to other websites.

U.S. Mobile Dermatology LLC is not responsible for the privacy policies or practices of any third party.

Contact U.S. Mobile Dermatology LLC

If you have any questions about this privacy policy or U.S. Mobile Dermatology, LLC treatment of your personal information, please write:

- by email to hello@usmobilederm.com
- by post to U.S. Mobile Dermatology LLC, 155 Gibbs Street Unit 419, Rockville, Maryland 20850,